

EXHIBIT E



**SALVATORE
PRESCOTT
& PORTER**

Employment | Civil Rights | Business Litigation
Criminal Defense | Investigations

Detroit

106 East Main Street
Northville, MI 48167

P: 248.679.8711
F: 248.773.7280

Chicago

1010 Davis Street
Evanston, IL 60201

P: 312.283.5711
F: 312.724.8353

W: spplawyers.com

July 18, 2017

Sent via First-Class Mail

The Bay View Association of the
United Methodist Church
c/o Michael Spencer, Resident Agent
1715 Encampment
Petoskey, MI 49770

Bay View Real Estate Management, Inc.
c/o Michael Spencer, Resident Agent
1715 Encampment
Petoskey, MI 49770

The Board of the Bay View Association of the
United Methodist Church
c/o Michael Spencer, Resident Agent
1715 Encampment
Petoskey, MI 49770

**Re: Bay View Chautauqua Inclusiveness Group v. The Bay View Association of
the United Methodist Church, et al., Case No. 17-cv-00622-PLM-RSK
FRE 408 Inadmissible Offer of Resolution**

Dear Agent for Service of Process for Bay View:

Since Bay View did not accept our invitation to discuss this matter before filing suit, and since you have conveyed that you do not yet have counsel, I will extend our offer of settlement in writing.

Exhibit I to the Complaint in this cause identified the changes to the Bay View organizing documents that we seek. As you see, the changes return the Articles to their original content, dating to the very inception of Bay View and we *retain* the purpose of promoting both religious and moral thought. Likewise, the changes to the bylaws return Bay View to its original organization, undoing alterations introduced in the last approximately 30 years, and never part of the operations of the community in its first 100+ years of existence. These changes erase the last vestiges of the 1940's era racial and religious bigotry from its foundational documents. They do not alter the nature of the community, the principles of its people, nor do they prevent Bay View members from participating in religious practice.

Michael Spencer
July 18, 2017
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In addition to the changes identified in Exhibit I, my fees to date are normal—less than \$7,500, and this small sum together with the changes to the instruments discussed above can quickly end this matter, with certainty, clarity and finality for all involved.

I expect you will pass my offer to settle for my fees and the changes in Exhibit I to the Board for consideration, and hope it will carefully consider this offer, which will remain open until the first responsive pleading is filed.

Sincerely,
SALVATORE PRESCOTT &
PORTER, PLLC


Sarah S. Prescott

SSP/tll
Enclosures